

EXHIBIT D

30(b)(6) TOPICS

Wholesaler Defendants hereby seek the following 30(b)(6) testimony from class representatives MADA and MSP, and from each Assignor of TPP claims to MSP, Summacare, Connecticare, and Emblem Health (collectively "Assignors" and individually, "Assignor").

Claims Data relating to Wholesaler Defendants

1. Each claim for which you seek any damages and/or equitable or legal relief from Wholesaler Defendants in this MDL litigation (collectively, the "Claims," individually, a "Claim"), including the data produced in response to RFP #1, and the calculation and determination of those amounts, including all discounts, rebates, prescribing fees, PBM fees or other costs, allowances, or reimbursements.
2. The Wholesaler Defendant(s) you allege sold the VCDs made the subject of each Claim, and the facts and methodology upon which you base your allegation referenced in Topic No. 1 above.

Relationship and Dealings with Wholesaler Defendants

3. The nature of your relationship with each Wholesaler Defendant and any and all contracts and/or agreements between you and any Wholesaler Defendant.
4. Any and all communications between you and any Wholesaler Defendant, generally, and regarding any Claim, individually, or the Claims, collectively, and/or the VCDs made the subject of the Claims, specifically.

Unjust Enrichment Allegations

5. The specific benefit you allege each Wholesaler Defendant(s) received with regard to each Claim, whether you conferred such benefit, and if not, the party who conferred such benefit, the portion that you allege it would be unjust for the relevant Wholesaler Defendant(s) to retain, and the reason such retention would be unjust.
6. Any action by a Wholesaler Defendant(s) that misled you with regard to a Claim, and/or with regard to a VCD made the subject of a Claim, and/or that you allege constituted wrongdoing and/or unjust or improper conduct with regard to the VCDs made the subject of the Claims including the date of the conduct and the identity of any persons involved.
7. Each Claim for which you expected remuneration from a Wholesaler Defendant(s), the time at which you first expected such remuneration, the type and amount of such expected remuneration, and whether you claim there was a failure of such remuneration.

TPP Damages

8. The type and amount of damages you seek and methodology used to calculate those damages with regard to each Claim.
9. Each Claim for which you incurred a direct expense that you would not have incurred regardless of the blood pressure prescription covered by you for your insured and/or member.

10. All facts upon which you base your allegations, if any, that the action of a Defendant Wholesaler directly or indirectly caused damage to you with regard to any specific Claim, the date of such action, and the identity of all persons involved.

Value of VCDs to TPPs and Members/Consumers

11. The value the VCDs made the subject of the Claims provided to your insured and/or member and the facts upon which that assessment is based.
12. The value the VCDs made the subject of the Claims provided to you and the facts upon which that assessment is based.
13. The Assignor's determinations, and facts underlying the assignor's determinations, regarding the safety and efficacy of the VCDs made the subject of the Claims and how they should be included on the Formulary.
14. The Assignor's Formulary and/or Preferred Drug List.

Unclean Hands: Profits to TPPs from Coverage of VCDs

15. The gross revenue, expenses and net profits to you on each Claim on a monthly, quarterly, and annual basis.

Assignments

16. For each Claim that you obtained through an assignment, the terms of, and communications and negotiations regarding the assignment.

The Contracts and Communications related to the Claims Data, to the Extent Not Previously Produced

17. All contracts and/or agreements that refer or relate to and/or cover the subject matter of the any of the Claims, including Your insurance, prescription, and/or MAO contracts with insureds and/or members whose VCD prescriptions are made the subject of the Claims.
18. All communications, documents and information exchanged between You and any third party(ies), including administrators and pharmacy benefit managers, regarding any Claim, individually, or the Claims, collectively and/or the VCDs made the subject of the Claims.
19. All contracts and/or agreements, whether or not specifically referring to VCDs, that impact the amount of money paid by you to any party(ies) for VCDs, whether in the form of payments, reimbursements, rebates, discounts, or any other transfers of money or monetary setoffs.
20. All agreements or contracts which reflect, refer to and/or relate to any agreement and/or arrangements between (1) You or any Assignor and (2) (a) any governmental entity, including but not limited to the Centers for Medicare & Medicaid Services; or (b) any Downstream entity, First tier entity, Group health plan, MA plan, MA-PD plan, Prescription drug plan, Part D plan, or Related entity, as those terms are defined in 42 C.F.R. § 423.4.